

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
TRUEBRIDGE, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TruBridge, LLC, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for implementation of a claim editing solution on June 23, 2020, for the term of May 1, 2020, through April 30, 2023, in an amount not to exceed \$1,000,000; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement by 2 years through April 30, 2025, and increase the amount of the Agreement by \$602,400, to an amount not to exceed \$1,602,400.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3, Payments, of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION SIX HUNDRED TWO THOUSAND FOUR HUNDRED DOLLARS (\$1,602,400). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement. All invoices must be approved by the Patient Financial Services Manager or their designee and paid within 30 days of receipt of the invoice. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

All charges for service under this Agreement shall be due and payable upon receipt by County of Contractor's invoice for such charges. All amounts paid under this Agreement shall be non-refundable.

Contractor shall have the right and discretion to suspend and/or cancel services under this Agreement by sending written notice to that effect to County at any time when County has failed to pay an undisputed invoice within sixty (60) days, with a two one-year option to extend.

2. Section 4, Term, of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 1, 2020, through April 30, 2025. If the County elects to exercise its option to extend the term, the County shall provide written notice to the Contractor no fewer than thirty (30) days prior to the then

current term.

3. **All other terms and conditions of the agreement, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: TruBridge, LLC

Christopher L Fowler  
Christopher L Fowler (Feb 14, 2023 13:40 CST)  
Contractor Signature

Feb 14, 2023  
Date

Christopher L. Fowler  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board